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6 Attorneys for Debtor-in-Possession,  
Texas Hill Enterprises, GP and Texas  
7 Hill Diamante Cooling, L.L.C.

8  
9 UNITED STATES BANKRUPTCY COURT  
DISTRICT OF ARIZONA

10 In re:

11 TEXAS HILL ENTERPRISES, GP, an  
12 Arizona general partnership,

13 Debtor.  
14

15 In re:

16 TEXAS HILL DIAMANTE COOLING,  
17 L.L.C an Arizona limited liability company

18 Debtor  
19

Chapter 11

Case No. 0:10-bk-11121-JMM  
Case No. 0:10-bk-11126-JMM  
(Motion for Joint Administration Pending)

**EMERGENCY MOTION OF THE  
DEBTORS FOR INTERIM ORDER  
TO UTILIZE CASH COLLATERAL  
PURSUANT TO 11 U.S.C. § 363**

**Hearing Date and Time: TBA**

20 Pursuant to 11 U.S.C. § 363 of the Bankruptcy Code, Texas Hill Enterprises, GP, an  
21 Arizona general partnership ("THE") and Texas Hill Diamante Cooling, L.L.C., an Arizona  
22 limited liability company ("THDC") (collectively "Texas Hill" or "Debtors"), on an emergency  
23 basis, pursuant to §§ 105(a), 361, and 363, of the United States Bankruptcy Code herewith seek  
24 this Court's Interim Order authorizing Texas Hill to use certain cash and cash equivalents (the  
25 "Cash") in which various entities have claimed or may claim an interest in to pay essential  
26 postpetition operating expenses and for certain emergency expenses whenever incurred.

1 This Motion seeks relief from the Court for Debtors to use the Cash to pay vendors,  
2 salaries, wages, professionals, and all other expenses necessary to the operation of their  
3 businesses. The relief sought is essential to facilitate the ongoing operations of the Debtors.  
4 Since denial of such relief could essentially force the Debtors into proceedings under Chapter 7,  
5 extraordinary circumstances exist that justify the relief sought.

6 This Motion is supported by the following Memorandum of Points and Authorities and  
7 the entire record before the Court.

#### 8 JURISDICTION AND VENUE

9 1. This Court has jurisdiction over this case and this matter pursuant to 28 U.S.C.  
10 §§ 157 and 1334. This is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2)(A).  
11 Venue is proper in this district pursuant to 28 U.S.C. § 1409(a).

12 2. This Motion is brought pursuant to 11 U.S.C. §§ 105, 361 and 363 and Rule 4001-  
13 3, Fed.R.Bankr.Proc.

#### 14 PROCEDURAL BACKGROUND

15 3. On April 15, 2010 (the "Petition Date"), THE and THDC filed voluntary petitions  
16 for reorganization relief under Chapter 11 of Title 11 of the United States Bankruptcy Code.

17 4. On April 15, 2010 the Debtors filed a Motion for Joint Administration, which is  
18 still pending before the Court.

19 5. The Debtors are operating their businesses and managing their properties as  
20 debtors-in-possession pursuant to 1107(a) and 1108 of the Bankruptcy Code.

21 6. The Debtors own and operate the Texas Hill Farm, an agricultural business  
22 spanning 5,200 acres in Yuma County, Arizona. Approximately 3,999 acres of the farm are  
23 leased by the Debtors. The balance of the land is titled to these estates. In addition to their  
24 farming operations, THDC owns a state of the art produce cooler, which is not presently  
25 operating.  
26

1           7.     The Texas Hill Farm grows various crops including but not limited to alfalfa,  
2 lettuce, cantaloupe, hay, rye, wheat, Sudan seed, Bermuda seed, and cotton.

3           8.     Upon information and belief, Farm Credit Services Southwest ("Farm Credit")  
4 may claim liens on the Debtors' real estate, equipment and Cash in the approximate amount of  
5 \$5,021,546.00. The Debtors' proposed counsel has not had sufficient time to determine the  
6 validity, priority, enforceability, and/or extent of those claimed liens. In addition, a formal  
7 creditors committee is yet to be formed.

### 8                                   LEGAL ARGUMENT

9           The Debtors propose to use Farm Credit's purported cash collateral, specifically crops,  
10 crop proceeds, cash, deposit accounts, inventory, accounts receivables, etc., to allow them to  
11 continue their business operations during the course of this reorganization.

12           Pursuant to 11 U.S.C. 363(c)(2), the Bankruptcy Code permits the use of cash collateral  
13 only upon consent of the party claiming an interest in the cash collateral or with court authority  
14 after a notice and a hearing. Section 363(e) conditions the use of cash collateral on the debtor  
15 providing adequate protection of the interest at stake. Where adequate protection is required, it  
16 must protect a secured entity against any use of collateral that results in a decrease in the value  
17 of such entity's interest in such collateral. *See United Savs. Ass'n Timbers of In-wood Forest*  
18 *Ass'n Ltd.*, 44 U.S. 365, 369-73, 108 S.Ct. 626 (1988). The Debtor is willing to grant Farm  
19 Credit post-petition replacement liens in such cash collateral as adequate protection. Pursuant to  
20 11 U.S.C. § 361, adequate protection may be provided by a replacement lien. *In re Center*  
21 *Wholesale, Inc.*, 759 F.2d 1440, 1450 (9th Cir. 1985); *In re Swedeland Dev. Group, Inc.*, 16  
22 F.3d 552, 564 (3d Cir. 1994); *In re Beeker Industries Corp.*, 58 B.R. 725, Bankr.S.D.N.Y.  
23 1986). Granting replacement liens on new crops, inventory or accounts generated by the  
24 Debtors' use of the cash collateral is a common method of providing adequate protection. *In re*  
25 *Wrecclesham Grange, Inc.*, 221 B.R. 978, 981 (Bankr.N.D. Florida, 1997); *In re Barkley AAA*  
26 *Investors, Ltd.*, 175 B.R. 755 (Bankr.D.Kansas 1994). By granting Farm Credit replacement

1 liens, the Debtors will provide adequate protection of Farm Credit's claimed security interests to  
2 authorize the use of Farm Credit's cash collateral in accordance with the requirements of the  
3 Bankruptcy Code.

4 Farm Credit is further adequately protected by the Debtors' continuation and preservation  
5 of the going concern value of the business. *See In re Erie Hilton Joint Venture*, 125 B.R. 140,  
6 149 (Bank.W.D.Pa. 1991) ("Preservation of the going-concern value of the business can  
7 constitute a benefit to the secured creditor"); *In re Princeton Square Assocs.*, 201 B.R. 90, 96  
8 (Bank.S.D.N.Y. 1996) ("this court concludes that no monetary protection is required to be  
9 provided by the debtor in possession to the secured creditor to the extent that the rents are  
10 applied for the maintenance of the property in the manner a receiver would apply the rents.").

11 Adequate protection is also provided to Farm Credit by the equity cushion in the hard  
12 assets of the Debtors (i.e. Farm Credit's land and equipment collateral). *See in re Mellor*, 734  
13 F.2d 1396, 1400 (9th Cir. 1984); *In re Patrician St. Joseph Ltd. Partnership*, 169 B.R. 669, 676  
14 (D.Ariz. 1994). The Debtors assert that their debts, including debts to Farm Credit, total  
15 approximately \$13.5 million. The alleged secured claims of Farm Credit and Rabobank, N.A.  
16 and Rabobank AgFinance total only approximately \$11 million. (The two Rabobank entities are  
17 secured by first and second liens against the Debtors' real property). The Debtors further  
18 contend that these estates hold assets valued at approximately \$18.9 million. A summary of the  
19 Debtors' assets and debts, with estimated values per the Debtors' business judgment, is attached  
20 hereto and incorporated by this reference as Exhibit "A". These secured creditors are  
21 collectively protected by an equity cushion of approximately 35%. That cushion will only  
22 increase as profits are realized and cash is generated from the Debtors' farming operations

23 Although Farm Credit may object to the Debtors' use of the Cash, Debtors contend Farm  
24 Credit's interests are significantly protected by allowing the Debtors to continue to operate the  
25 Farm and to protect and preserve the value of their assets.

1  
2 **PROPOSED RELIEF**

3 The Debtors must be permitted to use the cash collateral to pay essential post-petition  
4 operating expenses, including payroll and lease expenses that are imminently pending. The  
5 Debtors have attached to this Motion as Exhibit "B" a proposed budget ("Budget"), which is  
6 incorporated by this reference. The Budget provides a window into the Debtors' operations,  
7 expenses, and expected income for a period of three months. The Farm will operate profitably  
8 and increase the going-concern value of the Farm if the Debtors are permitted to use the cash  
9 collateral. Absent authority to pay these essential post-petition operating expenses, the Debtors  
10 will be unable to maintain essential services necessary to continue operating post-petition. If the  
11 Debtors are forced to completely cease their operations, valuable estate assets will be placed at  
12 substantial risk and the estates will suffer irreparable harm. Moreover, the Debtors will lose the  
13 opportunity to successfully reorganize and to maintain their going concern value. See the  
14 Declaration of Barbara Braden attached hereto as Exhibit "C".

15 **CONCLUSION**

16 Wherefore, based on the foregoing, the Debtors respectfully request the Court enter an  
17 Order:

18 A. Granting this Emergency Motion on an interim basis as provided in the form of  
19 Interim Order attached hereto as Exhibit "D";

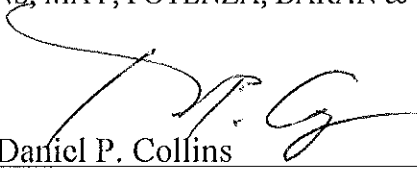
20 B. Approving the Debtors' use of cash as described herein and in accordance with the  
21 Budget;

22 C. Setting a final hearing on the Motion as soon as possible fifteen (15) days after the  
23 date of the filing of the Motion; and

24 D. Granting such additional and further relief as is necessary and appropriate under  
25 the circumstances of this case.

26 \\\

1 Respectfully submitted,  
2 COLLINS, MAY, POTENZA, BARAN & GILLESPIE, P.C.

3  
4 By  009055

5 Daniel P. Collins  
6 Alysse M. Medina  
7 Attorneys for Debtor-in-Possession,  
8 Texas Hill Enterprises, GP and Texas  
9 Hill Diamante Cooling, L.L.C.  
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1 Copy of the foregoing  
2 mailed this 16<sup>th</sup> day  
3 of April, 2010 to:

4 United States Trustee  
5 230 North First Avenue, Suite 204  
6 Phoenix, Arizona 85003-1706

7 Rabobank, N.A.  
8 c/o Michael Fox  
9 Special Assets Management, 95  
10 P.O. Box 6002  
11 Arroyo Grande, California 93420

12 Rabobank Ag  
13 c/o Ken Vandegraaff  
14 4445 E. Holmes Ave., Suite 105  
15 Mesa, Arizona 85206

16 Farm Credit Services Southwest  
17 c/o Ron Kinner, VP/Branch Manager  
18 2490 South 5<sup>th</sup> Avenue  
19 Yuma, Arizona 85364

20 Edward Zachary, Esq.  
21 Kyle Hirsch, Esq.  
22 Bryan Cave, LLP  
23 Two North Central Avenue, Suite 2200  
24 Phoenix, Arizona 85004-4406  
25 Attorneys for Rabobank, N.A.  
26

21  
22 /s/ Denise Dowan  
23  
24  
25  
26

<b>Assets</b>	<b>Estimated Value</b>
560 Acres Irrigated Land	5,600,000
960 Acres	1,440,000
Crops in Ground	2,800,000
Farming Facilities	1,600,000
Equipment	2,000,000
Residence	350,000
Cooler	5,200,000
<b>TOTAL</b>	<b>18,990,000</b>

<b>Liabilities</b>	
Farm Credit	5,021,546
RaboAg	2,114,493
Rabo NA	3,962,000
Desert Hills Bank	708,581
A/P	1,700,000
<b>TOTAL</b>	<b>13,506,620</b>



**Texas Hill Enterprises**  
Budget: 4/19/10 to 7/15/10

Sources of Cash	04/19	04/26	05/03	05/10	05/17	05/24	05/31	06/07	06/14	06/21	06/28	07/05
Custom work			19,500		3,000	18,000			18,000			
Cottonseed												
Produce sales	30,000	35,000									75,000	
Canteloupe Sales											1,300,000	
Wheat sales												
Lease Payments												116,400
Alfalfa sold		12,265										
Alfalfa Inventory					34,500	34,500	201,000				240,000	
sudan 09 inv.							30,000					
bailei/disc		13,000										
FAB loan		150,000										
Bank Balance*	97,040											
	127,040	210,265	19,500	3,000	52,500	34,500	231,000	0	18,000	0	1,615,000	116,400

\*source: loans from principals

Expenses:												
Payroll	17,000	23,200	17,000	23,200	17,000	23,200	17,000	23,200	17,000	23,200	17,000	23,200
Payroll Fed/state	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000
Health Insur		7,000				7,000				7,000		
WMIID: electrical		6,600				6,600				6,600		
Bulk fuel			15,730									
Chemicals	7315	10115	57,000				18,335				18,335	
WMIID: water								197,400				
RE taxes			51,295									
Miscellaneous/OH	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500
	33,815	56,415	150,525	32,700	26,500	46,300	44,835	230,100	26,500	46,300	44,835	32,700
Running balance	93,225	247,075	116,050	86,350	112,350	100,550	286,715	56,615	48,115	1,815	1,571,980	1,655,680

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6 Attorneys for Debtor-in-Possession,  
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7 Hill Diamante Cooling, L.L.C.

8  
9 **UNITED STATES BANKRUPTCY COURT**  
10 **DISTRICT OF ARIZONA**

11 In re:

12 TEXAS HILL ENTERPRISES, GP, an  
13 Arizona general partnership,  
14 Debtor.

Chapter 11

Case No. 0:10-bk-11121-JMM  
Case No. 0:10-bk-11126-JMM

(Joint Administration Motion Pending)

15 In re:

16 TEXAS HILL DIAMANTE COOLING,  
17 L.L.C an Arizona limited liability company  
18 Debtor.

**DECLARATION OF  
BARBARA BRADEN  
IN SUPPORT OF  
FIRST DAY MOTIONS**

20  
21 BARBARA BRADEN, under penalty of perjury, states:

22 1. I am over the age of eighteen (18), and am of sound mind.

23 2. I am the trustee of the Barbara Braden Revocable Trust, the managing member of  
24 Texas Hill Diamante Cooling, L.L.C., an Arizona limited liability company ("THDC") and the  
25 managing partner of Texas Hill Enterprises, GP, an Arizona general partnership ("THE")  
26 (collectively "Texas Hill" or "Debtors") the debtors-in-possession in the above-captioned

1 chapter 11 case (this "Case"). I am familiar with Texas Hill's general business and financial  
2 affairs. I submit this declaration based on personal knowledge in connection with the Debtors'  
3 voluntary petitions for relief under Chapter 11 of the United States Bankruptcy Code, filed on  
4 April 15, 2010 (the "Petition Date"). The Debtors continue in possession of their property and  
5 the management of their business as debtors-in-possession pursuant to 11 U.S.C. §§ 1107 and  
6 1108.

7 3. I am familiar with the day-to-day operations, business affairs, and books and records  
8 of the Debtors.

9 4. To enable the Debtors to operate more effectively and avoid the adverse effects of  
10 its Chapter 11 filings, the Debtors have requested various types of relief in "first day" motions  
11 filed with the Court concurrently herewith.

12 5. I submit this declaration (the "Declaration") in support of the Debtors' first-day  
13 motions and the voluntary petitions filed under Chapter 11.

14 6. Any capitalized term not expressly defined herein shall have the meaning ascribed  
15 to that term in the relevant first day motion.

16 7. Except as otherwise indicated, all facts set forth in this Declaration are based upon  
17 my personal knowledge, my review of relevant documents, or my opinion based upon my  
18 experience and knowledge of the Debtors' operations and financial conditions. If I were called  
19 upon to testify, I could and would testify competently to the facts set forth herein. I am  
20 authorized to submit this Declaration.

21 8. The statements set forth below are true to the best of my personal knowledge and if  
22 called to testify to those statements, I would do so competently.

23 **DESCRIPTION OF THE DEBTOR**

24 9. On the Petition Date, THE and THDC filed their voluntary petitions for relief under  
25 Chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101, *et seq.* (as amended, the  
26

1 “Bankruptcy Code”), which cases are pending before the United States Bankruptcy Court for the  
2 District of Arizona (the “Court”).

3 10. THE, is an Arizona general partnership and THDC is an Arizona limited liability  
4 company. THE and THDC, collectively referred to as Texas Hill, together own and operate  
5 Texas Hill Farm (“Farm”) in Yuma County, Arizona.

6 11. Texas Hill Farm is a family owned farm that is situated on approximately 5,200  
7 acres of farm land located in Yuma County, Arizona.

8 12. The Farm is relatively isolated, on the eastern edge of the Wellton-Mohawk Valley,  
9 sixty (60) miles from Yuma. The Farm is spread over a belt of land that is approximately  
10 seventeen (17) miles long.

11 13. Approximately 3,990 acres of the 5,200 acres are currently leased by Texas Hill  
12 from other parties. The farm grows various crops, including but not limited to alfalfa, lettuce,  
13 hay, rye, wheat, cantaloupe, Bermuda seed, Sudan seed, and cotton. The farm produces for a  
14 large variety of clients which vary from small local companies to major national corporations  
15 located throughout the United States.

16 14. The Farm itself employees at least 35 individuals and the acreage outside of crop  
17 producing land, includes the Farm’s office and employee housing. The Farm also houses  
18 THDC’s major asset, the state of the art produce cooling facility, and an airstrip complete with  
19 hanger.

20 15. As an originally family run farm, the Farm started to experience difficulty when an  
21 outside management team and individual were hired to run the Farms operations. After a series  
22 of bad investments and contributions to personal unwarranted expenses, the Farm found itself in  
23 serious debt unable to maintain the expense of day to day operations and the large secured  
24 creditor loans.

25 16. The Debtors currently have three large secured creditors, Farm Credit Services  
26 Southwest, Rabobank AgFinance, and Rabobank N.A. (collectively “Secured Creditors”) each is

1 owed the approximate amounts of \$5,021,546, \$2,100,000, and \$3,962,000 respectively. The  
2 Secured Creditors are secured by the land, fixtures, and crops. More specifically, RaboBank  
3 N.A. is secured by the Farms cooling facility and its surrounding land, Rabobank AgFinance. is  
4 secured by the land and fixtures, and Farm Credit Services Southwest has an asserted lien on the  
5 land, fixtures, and crops.

6 17. The Debtors currently have debt in the aggregate amount of \$13.5 million. The  
7 Debtors collectively have current assets in the aggregate amount of \$18.5 million. There is a  
8 large amount of equity in the Farm and the Farm will be able to operate and move forward  
9 profitably, paying its creditors in full, over time.

10 **MOTION FOR**  
11 **JOINT ADMINISTRATION**

12 16. The Debtors have filed a motion for the joint administration of their estates. The  
13 Debtors have numerous joint financial obligations, mainly that of the Secured Creditors.

14 17. The Debtors intend to engage in negotiations with the Secured Creditors in an  
15 attempt to resolve all pending issues so that the plans proposed by the Debtors are acceptable to  
16 the Secured Creditors to streamline the process of confirmation of the plans.

17 18. Bankruptcy Rule 1015(b) authorizes joint administration when two or more  
18 petitions are pending by or against a debtor and an affiliate. 11 U.S.C. § 101(2) defines the term  
19 “affiliate” as an entity that operates the business or substantially all of the property of the debtor  
20 under a lease or operating agreement. Texas Hill Enterprises and Texas Hill Diamante  
21 collectively operate the Texas Hill Farm.

22 **EMERGENCY MOTION OF THE DEBTORS FOR**  
23 **INTERIM ORDER TO UTILIZE CASH COLLATERAL**  
24 **PURSUANT TO 11 U.S.C. § 363**

25 19. The Debtors have filed an Emergency Motion of the Debtors for Interim Order to  
26 Utilize Cash Collateral Pursuant to 11 U.S.C. § 363 (“Cash Collateral Motion”). The Debtors

1 propose to use the Secured Creditors purported cash collateral, specifically crops, crop proceeds,  
2 cash, deposit accounts, inventory, accounts receivables, etc., to allow them to continue their  
3 business operations during the course of this reorganization.

4       20. The Debtors are willing to grant the Secured Creditors post-petition replacement  
5 liens in such cash collateral as adequate protection. By granting the Secured Creditors  
6 replacement liens, the Debtors will provide adequate protection of the Secured Creditors'  
7 claimed security interests to authorize the use of the Secured Creditors' cash collateral in  
8 accordance with the requirements of the Bankruptcy Code. The Secured Creditors are further  
9 adequately protected by the Debtors' continuation and preservation of the going concern value  
10 of the business. Adequate protection is also provided to the Secured Creditors by the equity  
11 cushion in the hard assets of the Debtors (i.e. the land and equipment).

12       21. The Debtors assert that their total debt including that of the Secured Creditors is  
13 approximately \$13.5 million. However, the Debtors assert that the estates hold assets in the  
14 approximate amount of \$18.9 million. Further, the Debtors believe that Rabo Bank and Rabo  
15 Ag will consent to the Debtors' use of cash collateral in order to enable the Debtors to continue  
16 to operate the Farm. The Secured Creditors interests are only furthered and protected by  
17 allowing the Debtors to continue to operate the Farm and to protect and preserve the value of  
18 their assets.

19       22. The Debtors must be permitted to use the cash collateral in order to pay essential  
20 post-petition operating expenses, including payroll and lease expenses that are imminently  
21 pending. A copy of the Debtors proposed budget ("Budget") is attached to the Cash Collateral  
22 Motion. The Budget provides a window into the farms operations, expenses, and expected  
23 income for a period of three months. The farm will continue to operate profitably, maintain and  
24 increase the going-concern value of the farm if the Debtors are permitted to use the cash  
25 collateral. Absent the ability to pay these essential post-petition operating expenses, the Debtors  
26 will be unable to maintain essential services necessary to continue operating post-petition. If the

1 Debtors are forced to completely cease its operations, valuable estate assets will be placed at  
2 substantial risk and the estates will suffer irreparable harm. Moreover, the Debtors will lose the  
3 opportunity to successfully reorganize and to maintain their going concern value.

4 **DEBTORS' MOTION TO OBTAIN CREDIT PURSUANT TO 11 U.S.C. § 364**

5 23. The Debtors have filed a Motion to Obtain Credit Pursuant to 11 U.S.C. § 364  
6 ("Post-Petition Financing Motion").

7 24. The Debtors have certain lease agreements, chemical and fertilizer, and payroll  
8 expenses which require immediate payment ("Expenses"). If the Expenses are not paid timely  
9 the Farm will default on the lease agreement losing the leased land, the crop, and any proceeds  
10 from the crop subject to the lease agreement. Further, if the Expenses are not paid the Farm will  
11 subject the land and crops to irreparable harm. At present, the current monthly revenues  
12 generated by the Debtor cannot cover the Expenses.

13 25. The Debtors have received an offer from Ms. Ricard to open a \$200,000 line of  
14 credit for THE to mature on July 15, 2010. Interest will accrue at a rate of 10% per annum. In  
15 exchange for the extension of credit Ms. Ricard shall be granted an administrative priority  
16 pursuant to 11 U.S.C. §§ 364 and 503(b)(1) and given a super-priority lien on all existing crops  
17 pursuant to 11 U.S.C. § 364(d)(1)(B).

18 26. The Debtors also have received an offer from Mr. Braden to lend THE \$150,000,  
19 which loan is to be repaid by July 15, 2010. Interest will accrue at a rate of 10% per annum. In  
20 exchange, for the loan Mr. Braden shall be granted an administrative priority pursuant to  
21 11 U.S.C. §§ 364 and 503(b)(1).

22 27. In this case, the Debtors have found interested lenders willing to provide post-  
23 petition financing in the aggregate amount of \$350,000 to the Debtors in exchange for priority as  
24 an administrative expense, in the case of Ms. Richard, and for a super-priority lien on the  
25 Debtors' existing crops. The Debtors, given their current credit status are unable to obtain  
26

1 unsecured lending, or even locate interested parties willing to lend the Debtors monies sufficient  
2 to pay the Expenses on terms as favorable as the proposed post-petition financing.

3 28. Post-petition financing is necessary for the continued operation of the Debtors'  
4 estates and the estates' successful reorganization. Furthermore, the creditors of the bankruptcy  
5 estate will benefit from the Court's approval of the post-petition lending, because the Debtors  
6 will be able to meet the Expenses, allowing the continued benefit of the use of the land and its'  
7 crops.

8 29. The Debtors seek an entry of the Interim Order on an emergency basis and request  
9 that the Court set a "final hearing" in accordance with Bankruptcy Rule 4001(c). Bankruptcy  
10 Rule 4001(c) authorizes the Court to enter the Interim Order authorizing the Debtors' to obtain  
11 post-petition financing.

12 **DEBTORS' APPLICATION TO EMPLOY GENERAL COUNSEL**

13 37. The Debtors seek the employment of the law firm Collins, May, Potenza, Baran &  
14 Gillespie, P.C. ("CMPBG") as general counsel for the Debtors to assist in the analysis of the  
15 Debtors' financial situation, render legal advice to the Debtors in determining the course of  
16 action necessary to reorganize effectively; prepare and file the petition, statement of affairs,  
17 schedule of assets and liabilities, and plan of reorganization which may be required; represent  
18 the Debtors at the first meeting of creditors and confirmation hearing, and any adjourned  
19 hearings thereof; represent the Debtors in any and all adversary and/or contested matters and  
20 other court proceedings; assist in negotiations with the Debtors' creditors and other parties-in-  
21 interest; preparation of pleadings and documents related to, among other things, real estate  
22 leases and sales of assets; and other representation as necessary. The Debtors believe CMPBG  
23  
24  
25  
26

///



1 to be experienced in matters of this character and well qualified to represent the Debtors and  
2 assert that CMPBG meets all of the employment requirements applicable in this case.

3 Under penalty of perjury, I declare the foregoing to be true and accurate to the best of my  
4 knowledge.

5   
6 Barbra Braden

1 Daniel P. Collins (State Bar Id No. 009055)  
Alysse M. Medina (State Bar Id No. 027278)  
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6  
7 Attorneys for Debtor-in-Possession,  
Texas Hill Enterprises, GP and Texas  
8 Hill Diamante Cooling, L.L.C.

9  
10 UNITED STATES BANKRUPTCY COURT  
DISTRICT OF ARIZONA

11 In re: ) Chapter 11  
12 )  
13 TEXAS HILL ENTERPRISES, GP, an ) Case No. 0:10-bk-11121-JMM  
Arizona general partnership, ) Case No. 0:10-bk-11126-JMM  
14 )  
15 Debtor. ) (Motion for Joint Administration Pending)

16 In re: )  
17 ) INTERIM ORDER APPROVING DEBTORS  
18 TEXAS HILL DIAMANTE COOLING, ) USE OF CASH COLLATERAL  
L.L.C an Arizona limited liability company )  
19 Debtor )  
20 )  
21 )

22 This Matter having been brought before the Court on the Motion to Approve the Debtors  
23 Use of Cash Collateral ("Motion"), filed by Texas Hill Enterprises, GP and Texas Hill Diamante  
24 Cooling, L.L.C. (collectively "Texas Hill"), as Debtors-in-Possession; this Court finding that  
25 notice of the Motion was proper and adequate; and good cause appearing therefore,

26 IT IS HEREBY ORDERED

EXHIBIT D

- 1           1.    The Motion is approved on an interim basis;
- 2           2.    The Debtors are authorized to use its cash so long as it carefully accounts for its
- 3 sources and uses of such cash;
- 4           3.    The Debtors shall provide a copy of this Order to all creditors listed on the master
- 5 mailing list;
- 6           4.    If no party-in-interest files a written objection to the terms and conditions of this
- 7 Order with the Bankruptcy Court by \_\_\_\_\_, this Order shall become final; and
- 8           5.    If a timely objection to this Order is filed, the objection shall be heard at the Court
- 9 on \_\_\_\_\_.

10           **DATED AND SIGNED ABOVE**